

PTSH07&106

**Mel Warters**

---

**From:** Jo Holmes  
**Sent:** 20 July 2015 09:01  
**To:** Landcharges  
**Subject:** FW: Completed Section 106 Agreement Land to the rear of Rarey Farm, Main Road, Weaverthorpe  
**Attachments:** 16260 - S106 Agreement Accent.pdf  
**Importance:** High

**From:** Charlotte Smith  
**Sent:** 15 July 2015 12:01  
**To:** Gary Housden; Charlotte Bogg; Jill Thompson; David Wiseman; Karen Hood; Kim Robertshaw; Jo Holmes; Lesley Fargher; Rosy Smith  
**Subject:** Completed Section 106 Agreement Land to the rear of Rarey Farm, Main Road, Weaverthorpe  
**Importance:** High

Dear All,

The following s.106 agreement was completed on 15 July 2015 and I attach a copy for you records.

- S.106 agreement and planning obligation made between Ryedale District Council (1), Accent Foundation Limited (2) and Accent Corporate Services Limited (3) relating to Land to the rear of Rarey Farm, Main Road, Weaverthorpe, Malton, North Yorkshire.

Please could it be ensured that the agreement is place on the relevant registers.

Thank you

Charlotte

Charlotte Smith  
Legal Assistant  
Legal Services  
Ryedale District Council  
Ryedale House  
Malton  
North Yorkshire  
YO17 7HH  
Tel: (01653) 600666 Ext: 356

[charlotte.smith@ryedale.gov.uk](mailto:charlotte.smith@ryedale.gov.uk)  
[www.ryedale.gov.uk](http://www.ryedale.gov.uk)

Reference: S106-13-000008 / 016261

Twitter: <http://twitter.com/RyedaleDC> | YouTube Channel: <http://www.youtube.com/user/ryedaledc>  
Facebook: <http://www.facebook.com/RyedaleDC> | Flickr: <http://www.flickr.com/photos/ryedaledc>

This Email, and any attachments, may contain Protected or Restricted information and is intended solely for the individual to whom it is addressed. It may contain sensitive or protectively marked material and should be handled accordingly. If this Email has been misdirected, please notify the author immediately. If you are not the intended recipient you must not disclose, distribute, copy, print or rely on any of the information contained in it or attached, and all copies must be deleted immediately. Whilst we take reasonable steps to try to identify any software viruses, any attachments to this Email may nevertheless

**DATED**

15 JULY

**2015**

**THE RYEDALE DISTRICT COUNCIL**

and

**ACCENT FOUNDATION LIMITED**

and

**ACCENT CORPORATE SERVICES LIMITED**

**AGREEMENT**

Pursuant to Section 106 of the

Town and Country Planning Act 1990 as amended

And Section 111 of the Local Government Act 1972

In respect of land to the rear of Rarey Farm, Main Road, Weaverthorpe, Malton in  
the Country of North Yorkshire

**K A Winship**

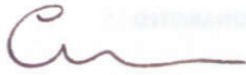
**Council Solicitor**

**MALTON**

THE COMMON SEAL of )  
ACCENT CORPORATE SERVICES )  
LIMITED )  
was hereunto affixed in the )  
presence of: )



Member



Member/Secretary



V 12

**T H I S AGREEMENT** is made the 15 day of JULY 2015  
**BETWEEN**

- 1 **THE RYEDALE DISTRICT COUNCIL** whose principal office is at Ryedale House, Malton in the County of North Yorkshire YO17 7HH ("the Council")
- 2 **ACCENT FOUNDATION LIMITED**, (a charitable Registered Society under the Co-operative and Community Benefit Societies Act 2014 Number 19229R) of Charlestown House, Acorn Park Industrial Estate, Charlestown, Shipley, West Yorkshire, BD27 7SW ("the First Owners")
- 3 **ACCENT CORPORATE SERVICES LIMITED**, (a Registered Society under the Co-operative and Community Benefit Societies Act 2014 Number 29264R) of Charlestown House, Acorn Park Industrial Estate, Charlestown, Shipley, West Yorkshire, BD17 7SW ("the Second Owners")

**DEFINITIONS**

**"Affordable Housing Commuted Sum"**

means the sum of £52,000 (fifty-two thousand pounds only) to be paid by the Owners to the Council (in lieu of the provision of 0.8 units of Affordable Housing that would have been required to be provided within the Development) as a contribution to be applied by the Council towards a broad range of schemes and initiatives, linked to providing additional Affordable Housing within the Council's administrative area which may include but not be limited to the following:-

1. Support for Housing Associations operating within the Council's administrative area for both the development and acquisition of Affordable Housing within the Council's administrative area, including facilitating any necessary works of improvement or repair.
2. Support for specific initiatives to regenerate the existing housing stock within the Council's administrative area e.g. Empty Property Grants and Houses in Multiple Occupation Grants which give the Council tenancy nomination rights for qualifying individuals.
3. Support for specific schemes which are developed to provide permanent homes to meet an identified need within the Council's administrative area e.g. the lack of suitable accommodation for homeless families or a

scheme to meet the accommodation needs of young single people.

4. Support for the Rural Housing Enabler / Affordable Development Officer functions at the Council.

in each case the need for which directly arises from the Development

**"Affordable Housing Contribution"**

means an amount calculated in accordance with the provisions of the Seventh Schedule to this Agreement

**"Affordable Housing Specification"**

means the items listed in the Eighth Schedule

**"Assured Tenancy"**

means a tenancy to which Part 1 of the Housing Act 1988 applies

**"Social Rented Dwellings"**

means the two 2 bedroom semi-detached dwellings constructed in accordance with the Planning Permission, being Plots 4 and 5 shown on Plan 1 each dwelling to be held on an Assured Tenancy at a Social Rent (subject to the exercise by a person of a statutory right to acquire or right to buy following which the provisions in the Fourth and Fifth Schedules of this Agreement shall not apply and the relevant dwelling shall cease to be a Social Rented Dwelling)

**"Eligible Occupiers"**

means a person or household identified in accordance with the provisions of the Fifth Schedule to this Agreement and who is in housing need and who cannot afford generally to rent a property on the open market.

**"Homes and Communities Agency"**

means the Homes and Communities Agency or any body or bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part 1 of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act).

**"Housing Association"**

means a registered provider operating in the area of the Property as defined by the Housing and Regeneration Act 2008 (or any amendment, replacement or re-enactment of such Act) and registered by the Homes and Communities Agency or any company or other body approved by the Homes and Communities Agency for

receipt of social housing grant as referred to paragraph 1.4 of Schedule 4 and reference to "Housing Associations" shall be construed accordingly.

**"Housing Service Manager"**

means the Housing Services Manager of Ryedale District Council or such other Officer as may from time to time be nominated by him or carry out the functions at the date hereof carried out by him.

**"Market Dwellings"**

mean those houses to be constructed on the Property for sale on the open market excluding the Social Rented Dwellings and "Market Dwelling" shall be construed accordingly.

**"Market Value"**

means the amount for which the sale of the freehold estate or the grant of a long leasehold interest (not being a rack rented lease) in a relevant Social Rented Dwelling should complete on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;

**"North Yorkshire Home Choice Area"**

means the Ryedale, Hambleton, Richmondshire, Craven, Scarborough, Selby and City of York Council areas

**"Off Site Public Open Space Contribution"**

means the sum of £16,074.00 (sixteen thousand and seventy four pounds only) to be paid by the Owners to the Council as a contribution to be applied by the Council towards the provision of and / or improvements to open space within the Parish of Weaverthorpe

**"Plan 1"**

means the plan number 2933-1 (1)PO2t annexed to this Agreement marked "Plan 1"

**"Plan 2"**

means the plan annexed to this Agreement and marked "Plan 2"

**"Planning Permission"**

the full planning permission to be granted pursuant to Application Number 12/00969/FUL submitted by the Owners to the Council the terms of which are set out in draft form in Schedule 6

<b>"Practical Completion"</b>	means the completion of all of the construction of the dwelling that has to be done, notwithstanding that there might be latent defects, for the purposes of allowing a prospective purchaser to take possession of the dwelling and use it as intended.
<b>"Social Rent"</b>	means a rent which is comparable to the average rents charged in the Council's administrative area by Housing Associations for properties of an equivalent type age and floor area prior to the introduction of the Affordable Rented Framework to the Social Rented Dwellings and which sum shall be agreed for lettings between the Owners the Housing Services Manager and the Housing Association or Substitute Housing Association which has taken the transfer of the Social Rented Dwelling in accordance with Government Social Rents at the time and thereafter any increases or decreases shall be in accordance with the Housing Association's or Substitute Housing Association's rent-setting policy and the Homes and Communities Agency's guidance at the time and approved in writing by the Council (which approval shall not be unreasonably withheld or delayed).
<b>"Government Social Rent"</b>	means the target rents published by the Homes and Communities Agency as amended from time to time and agreed by the Council in writing (which approval shall not be unreasonably withheld or delayed).
<b>"Substitute Housing Association"</b>	means a housing association nominated by the Owners in substitution for the Housing Association pursuant to clause 1.5 of Schedule 4 of this Agreement.
<b>"Transfer Price"</b>	means a sum being no greater than £65,000 per Social Rented Dwelling.
<b>"Commencement of Development"</b>	means commencement of the development by the carrying out on the Property of a "material operation" as defined in section 56 (4) of the Town and Country Planning Act 1990 as amended save that the following shall not for the purposes of this Agreement be treated as commencing the development: site investigation archaeological or other surveys; decontamination

and/or remediation works; demolition and site clearance works; exploratory boreholes; the erection of hoardings and fencing or other site security; the laying removal or diversion of any services or works in respect of or in relation to any statutory undertakers' equipment or concerns; the carrying out of any environmental tree or ecological works; erection of signage; formation of temporary construction accesses; erection of any temporary marketing suite or sales facilities preliminary landscaping before construction activity occurs on the Property and any works matters and operations to enable of the foregoing to take place.

**"Occupation"**

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.

**"Working day"**

means a day (other than a Saturday Sunday or public holiday in England when banks are closed for business)

**RECITALS**

- (1) The Council is the Local Planning Authority for the purposes of this Agreement for the area within which the property described in the First Schedule ("the Property") is situated.
  - (2) The First Owner is the freehold owner registered with Title Number NYK57555 of that part of the Property as is edged in green on Plan 2 (subject as hereinafter mentioned but otherwise) free from encumbrances.
  - (3) The Second Owner is the freehold owner registered with Title Number NYK321811 of that part of the Property as is edged in yellow on Plan 2 (subject as hereinafter mentioned but otherwise) free from encumbrances.
  - (4) The First Owner and the Second Owner will together be known as the "Owners".
  - (5) The First Owner has applied to the Council for permission to develop the Property in the manner and for the uses set out in Second Schedule hereto ("the Development").
  - (6) The Council is satisfied that the performance by the Owners of the covenants herein will remove certain arguments against or objections to the Development which would without the execution of this Agreement have led to the refusal of the application for the Planning Permission.
-



- (7) The Owners have agreed to enter into this Agreement with the Council and be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained and on their part to be observed and performed.

**NOW THIS DEED WITNESSES** as follows:-

- 1 **THIS** Agreement is made pursuant to Section 106 of the Town & Country Planning Act 1990 as amended ("the 1990 Act") Section 111 of the Local Government Act 1972 and all other powers the parties hereunto enabling and the covenants in this Agreement are planning obligations for the purpose of the 1990 Act which are enforceable by the Council.
- 2 This Agreement is conditional upon the grant of the Planning Permission and the Commencement of Development save for the provisions of clauses 1, 5.1, 5.3 and 5.4 which shall come into effect immediately on completion of this Agreement.
- 3 The Owners covenant with the Council to observe and perform the covenants restrictions and obligations contained in the Third Schedule the Fourth Schedule and the Fifth Schedule of this Agreement.
- 4 The Council covenants with the Owners:
  - 4.1 to use all sums received from the Owners under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
  - 4.2 at the written request of the Owners to provide written confirmation of the discharge of the obligations contained in the Agreement when satisfied that such obligations have been performed.
- 5 **IT** is agreed and declared as follows:-
  - 5.1 The expressions "the Council" "the First Owner" "the Second Owner" "the Owners" shall include their respective successors in title and assigns.
  - 5.2 The Owners hereby agree to carry out or procure the carrying out of the Development in strict conformity with the plans and specifications and particulars submitted in connection with application for the Planning Permission and the terms of this Agreement.
  - 5.3 The Owners shall on execution of the Agreement pay to the Council a fee of £500 plus VAT to cover the Council's legal costs in connection with the negotiation preparation and execution of this Agreement.
  - 5.4 In this Agreement words importing the masculine gender shall include the feminine gender and vice versa and words importing the singular number shall include the plural number and where there are two or more persons included in the expression "the Owners" covenants expressed to be made by or with the Owners shall be deemed joint and several.

5.5 No person other than a party to this Deed and their respective successors and permitted assigns) shall have any rights under the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any of the terms of this Agreement.

6. This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to Commencement of Development.
7. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
8. No person or body shall be liable for breach of a covenant or other provision contained in this Agreement after it shall have parted with interest in the part of the Property now vested in it or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant or other provision prior to parting with such interest.
9. The affordable housing provisions in this Agreement shall not be binding on a mortgagee or chargee or a receiver (including an administrative receiver) appointed by a mortgagee or chargee or any successors in title to such mortgagee chargee or receiver.
10. No planning obligations contained in this Agreement shall be binding on any freehold or leasehold owners or occupiers of individual Market Dwellings constructed pursuant to the Planning Permission (or their respective mortgagees chargees or a receiver (including an administrative receiver) appointed by a mortgagee or chargee) or land held by any of the statutory utilities for their operational purposes.
11. The Council confirms that it will issue the decision notice in respect of the Planning Permission within 10 working days of completion of this Agreement.
12. This Agreement is a local land charge and shall be registered as such by the Council.
13. On the written request of the Owners (or one of them) at any time following the performance and full satisfaction of all terms of this Agreement or if the Agreement is determined pursuant to clause 6 the Council will cancel all entries made in the local land charges register in respect of this Agreement.

**14. DISPUTE PROVISIONS**

14.1 In the event of any dispute or difference arising between any of the parties to this Agreement in respect of any matter contained in this Agreement such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute

and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

14.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 14.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

14.3 Any expert howsoever appointed shall be subject to the express requirements that a decision be reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

14.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

14.5 The provisions of this clause shall not affect the ability of the parties to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

## **16. JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

**IN WITNESS** whereof the parties hereto have executed this Agreement as a deed the day and year first before written.

**THE FIRST SCHEDULE**

**[the Property]**

**ALL THAT piece of land to the rear of Rarey Farm, Main Road, Weaverthorpe. Malton, North Yorkshire,  
shown edged red on the Plan 2.**

## **THE SECOND SCHEDULE**

**[the Development]**

Alterations to existing vehicular access, demolition of existing dwelling and erection of 3 No. four bedroom dwellings, 2 No. three bedroom dwellings and 3 No. two bedroom dwellings, to include a replacement dwelling and associated garages, parking spaces and amenity areas together with use of land to the south of the Property (which land is shown edged blue on Plan 2) as a paddock area.

## **THE THIRD SCHEDULE**

### **1 On Site and Off Site Housing Provision**

1.1. Not to allow Practical Completion of more than 2 (two) of the Market Dwellings until the Owners have entered into a binding contract with one or more Housing Association or Substitute Housing Associations for the disposal of the Social Rented Dwellings;

1.2 Not to allow Practical Completion of more than 5 (five) of the Market Dwellings until the Social Rented Dwellings have been constructed and transferred to one or more Housing Association or Substitute Housing Associations;'

1.3 Not to allow Practical Completion of the 6<sup>th</sup> (sixth) Market Dwelling until the Affordable Housing Commuted Sum has been paid to the Council.

### **2. Off Site POS Contribution**

Not to allow Occupation of the 4<sup>th</sup> (fourth) Market Dwelling until the Off-Site Public Open Space Contribution has been paid to the Council.

## THE FOURTH SCHEDULE

### 1 SOCIAL RENTED DWELLINGS

#### On-Site Provision

1.1 To procure that the Social Rented Dwellings be constructed on the Property in accordance with the Planning Permission and approved planning drawings and the Affordable Housing Specification for offer of disposal to a Housing Association or a Substitute Housing Association at the Transfer Price **PROVIDED ALWAYS** that the Owners or Housing Association or Substitute Housing Association will not be required to provide more than 2 Social Rented Dwellings on the Property.

1.2 As soon as reasonably practicable following the Commencement of Development to nominate in writing to the Housing Services Manager the Housing Association or Housing Associations to some of which the Owners will market the Social Rented Dwellings ("Nomination") **PROVIDED THAT** it is agreed that with the Council's prior approval (not to be unreasonable withheld or delayed) the Owners will be entitled to amend the Nomination by adding or removing Housing Associations from time to time during the course of carrying out the Development.

1.3 Within 10 working days of the Council receiving from the Owners a Nomination the Council may notify to the Owners in writing any additional Housing Associations to whom the Owners shall market the Social Rented Dwellings.

1.4 The Owners shall as soon as reasonable practicable following a Nomination pursuant to paragraph 1.2 of this Schedule offer to enter into negotiations with the Housing Association or Housing Associations which it has selected from its Nomination and those the Council has added pursuant to paragraph 1.3 (together "the Housing Associations") and use reasonable endeavours to contract to transfer the Social Rented Dwellings to be constructed within the Development to such of the Housing Associations which express an interest in acquiring those dwellings as they shall choose at the Transfer Price.

1.5 In the event that the Housing Association(s) declines or is/are unable to accept the transfer of some or all of the Social Rented Dwellings to be constructed within the Development on the terms of this Agreement or if in the Owners or the Council's opinion (acting reasonably) insufficient progress is being made towards exchange of contracts with the Housing Association(s) for the transfer of one or both of the Social Rented Dwellings within a period of three months from the date of the offer referred to in paragraph 1.4 of this Schedule the Owners or the Council may give written notice to the other ("Notice") and the Owners may select one or more additional Housing Associations from the Nomination (each such Housing Association being a "Suitable Housing Association").

1.6 The Owners shall offer to enter into negotiations with the Substitute Housing Association(s) for the transfer to it/them of the Social Rented Dwellings to be constructed within the Development (or any individual unit or units comprised in the Social Rented Dwellings that has/have not been contracted to

be sold to another Housing Association) on the terms of this Agreement. If the Substitute Housing Association declines or is unable to accept the transfer of one or both of the Social Rented Dwellings to be constructed within the Development (or any individual unit or units comprised in the Social Rented Dwelling(s) that has/have not been transferred or have not been contracted to be sold to a Housing Association) within a period of three months from the date of the offer referred to in paragraph 1.5 of this Schedule the Owners shall notify the Council ("the Evidence Request") and if the Council acting reasonably is satisfied on the evidence provided by the Owners that the Owners have used reasonable endeavours to transfer the Social Rented Dwellings (or any individual unit or units comprised in the Social Rented Dwellings that has/have not been transferred or have not been contracted to be sold to a Housing Association) to the Substitute Housing Association and there is no reasonable prospect of securing the transfer of any of the Social Rented Dwellings to be constructed within the Development to a Substitute Housing Association then the Owners shall be permitted to dispose of the Social Rented Dwellings to be constructed within the Development that have not been contracted to be sold to a Housing Association or a Substitute Housing Association (or either of the Social Rented Dwellings that has/have not been transferred or have not been contracted to be sold to a Housing Association or a Substitute Housing Association) individually on the open market free from the restrictions and obligations contained in this Agreement and the Owners shall within 6 weeks of completion of a sale of any of the Social Rented Dwellings on the open market pay to the Council the Affordable Housing Contribution for such Social Rented Dwelling. If the Council does not respond to the Evidence Request submitted pursuant to this paragraph within ten working days of receiving such Evidence Request, the Council shall be deemed to be satisfied with the Evidence Request and to have evidenced that satisfaction in writing.

1.7 Prior to the transfer of each of the Social Rented Dwellings pursuant to this Schedule the Owners shall ensure that the relevant Social Rented Dwelling is fully serviced and accessible by vehicles and pedestrians.

1.8 Any transfer of the Social Rented Dwellings to a Housing Association or a Substitute Housing Association (other than in the case of a sale of a Social Rented Dwelling on the open market pursuant to paragraph 1.6 of this Schedule) shall contain the following:

1.8.1 Reasonable provisions ensuring that the Social Rented Dwellings remain available at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision but nothing in this schedule shall apply upon:-

1.8.1.1 The exercise by any person of a statutory right to buy or right to acquire or a disposal to a statutory undertaker.

1.8.1.2 Any subsequent disposition following a disposal falling within paragraph 1.6 and 1.8.1.1 above.

1.8.2 The grant of full and free rights of access (both pedestrian and vehicular) from the public highway to the relevant Social Rented Dwelling;



**1.8.3** The grant of full and free rights to the passage of services through the pipes drains channels wires cables and conduits which serve the relevant Social Rented Dwelling and connect the relevant Social Rented Dwelling to the relevant main services.

**1.8.4** A reservation in favour of the Owners of all rights of access and passage of services and rights of entry reasonably necessary for the purposes of the Development.

**1.9** To supply to the Council within 15 working days from the date of the relevant transfer or transfers of the Social Rented Dwellings to a Housing Association and / or a Substitute Housing Association as the case may be a copy of the relevant transfer or transfers.

## THE FIFTH SCHEDULE

### [Eligibility Criteria]

1. Occupation by persons where the applicant or the applicant's partner satisfy the following conditions on submission of an application to the Owners (or the Housing Association or Substitute Housing Association as applicable) to occupy a Social Rented Dwelling:

- 1.1.1 Who have for a period of at least three years immediately prior to their application to occupy been ordinarily resident within the parish of Weaverthorpe; or if no such person qualifies pursuant to this paragraph.
- 1.1.2 Then; who have been permanently employed in the parish of Weaverthorpe for 3 years or more immediately prior to their application to occupy; or if no such person qualifies pursuant to this paragraph 1.1.2.
- 1.1.3 Then; who are former residents of the parish of Weaverthorpe with at least 3 years continuous residency in the parish in the last 10 years whose case is accepted in writing by the Housing Service Manager as having a need to return to the village of Weaverthorpe. If the Housing Services Manager does not respond to a statement of need submitted pursuant to this clause by or on behalf of an Applicant, within ten working days of receiving such statement or request, the Housing Services Manager shall be deemed to be satisfied with that statement and have evidenced that satisfaction in writing, or if no such person qualifies to this clause 1.1.2 then;
- 1.1.4 Who have been ordinarily resident in one or more of the following parishes, Luttons, Sherburn or Foxholes for a continuous period of at least 3 years; or if no such person qualifies pursuant to this clause 1.1.4 then;
- 1.1.5 Who have a close family connection (parents, children or siblings) who have been ordinarily resident within the parish of Weaverthorpe for at least five years immediately prior to the application being made and whose case is accepted in writing by the Housing Services Manager as having a need to return to the parish of Weaverthorpe. If the Housing Services Manager does not respond to a statement of need submitted pursuant to this clause 1.1.5 or on behalf of an Applicant, within ten working days of receiving such statement or request, the Housing Services Manager shall be deemed to be satisfied with that statement and have evidenced that satisfaction in writing.
- 1.1.6 If no such person qualifies under clauses 1.1.1 to 1.1.5 and provided the Housing Services Manager is satisfied that the dwelling has been marketed for a period of at least four weeks in a manner which would attract any potential occupants who meet the Eligibility Criteria set out in clauses 1.1.1 to 1.1.5 then "Ryedale District" may be substituted for the parish of Weaverthorpe in the above criteria.

- 1.1.7** If no person qualifies under clause 1.1.6 and provided the dwelling has been marketed for a period of at least four weeks in a manner which would attract potential occupants who qualify under clause 1.1.6 then the Owners (or the Housing Association or Substitute Housing Association as applicable) shall be free to let the dwelling to a person or family living or working in the North Yorkshire Home Choice Area
- 2.** For the purposes of paragraph 1.1.2 above 'permanently employed' means the main or sole employment being for more than 30 hours per week.
- 3.** The Owners (or the Housing Association or Substitute Housing Association as applicable) will consult the Housing Services Manager in writing prior to the letting of any Social Rented Dwelling in order to verify that the applicant satisfies the criteria in clause 1 above and will not grant any occupation or changes to occupation of either of the Social Rented Dwellings without prior written approval of the Housing Services Manager. If the Housing Services Manager does not respond to a request by the Owners (or the Housing Association or Substitute Housing Association as applicable) for approval of a new occupant or of a change of occupant within ten working days of receiving such request, then approval shall be deemed to have been given and the Owners (or the Housing Association or Substitute Housing Association as applicable) shall be free to let the Social Rented Dwelling as proposed.

## RYEDALE DISTRICT COUNCIL

### TOWN & COUNTRY PLANNING ACT 1990 FULL APPLICATION FOR PERMISSION TO CARRY OUT DEVELOPMENT

RYEDALE DISTRICT COUNCIL, THE LOCAL PLANNING AUTHORITY, HAS CONSIDERED THIS APPLICATION AND HAS DECIDED IT SHOULD BE APPROVED SUBJECT TO THE CONDITIONS STATED BELOW:

**Application No:** 12/00969/FUL

**Proposal:** Alterations to existing vehicular access, demolition of existing dwelling and erection of 3 No. four bedroom dwellings, 2 No. three bedroom dwellings and 3 No. two bedroom dwellings, to include a replacement dwelling and associated garages, parking spaces and amenity areas together with use of land to the south as a paddock area

**at:** Land Rear Of Rarey Farm Main Road Weavertorpe Malton North Yorkshire

**for:** Accent Foundation Ltd (Mr Andrew Walker)

**Decision Date:**

#### REASON FOR APPROVAL

The proposed development is in accord with the following development plan policies and there are no other material considerations that outweigh those listed development plan policies:

Local Plan Strategy - Policy SP2 Delivery and Distribution of New Housing  
Local Plan Strategy - Policy SP3 Affordable Housing  
Local Plan Strategy - Policy SP4 Type and Mix of New Housing  
Local Plan Strategy - Policy SP10 Physical Infrastructure  
Local Plan Strategy - Policy SP11 Community Facilities and Services  
Local Plan Strategy - Policy SP12 Heritage  
Local Plan Strategy - Policy SP13 Landscapes  
Local Plan Strategy - Policy SP14 Biodiversity  
Local Plan Strategy - Policy SP15 Green Infrastructure Networks  
Local Plan Strategy - Policy SP16 Design  
Local Plan Strategy - Policy SP18 Renewable and Low Carbon Energy  
Local Plan Strategy - Policy SP20 Generic Development Management Issues  
Local Plan Strategy - Policy SP22 Planning Obligations, Developer Contributions and the Community Infrastructure Levy

#### REASONS FOR APPROVAL TO BE EXPANDED ON

Accent Foundation Ltd (Mr Andrew Walker)  
C/O Barton Willmore (Mr Mark Jones)  
14 King Street  
Leeds  
LS1 2HL

**CONDITIONS AND ASSOCIATED REASONS**

- 01 The development hereby permitted shall be begun on or before .  
Reason:- To ensure compliance with Section 51 of the Planning and Compulsory Purchase Act 2004
- 02 Notwithstanding the submitted details, precise details of all materials shall be submitted to and approved in writing by the Local Planning Authority.  
Reason:- To satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.
- 03 Prior to the commencement of the development hereby permitted, the developer shall construct on site for the written approval of the Local Planning Authority, a one metre square free standing panel of the external walling to be used in the construction of building. The panel so constructed shall be retained only until the development has been completed  
Reason: To ensure a satisfactory external appearance and to satisfy the requirements of Policy SP20 of the Ryedale Plan - Local Plan Strategy.
- 04 Landscaping, in particular buffer alongside access on boundary of the site with adjacent properties, and boundary with factory
- 05 None of the dwellings hereby approved shall be occupied until full details of the acoustic fence (including details of its height and construction) have been submitted to and approved in writing by the Local Planning Authority. The acoustic fence shall, thereafter, be permanently maintained in situ unless otherwise agreed in writing with the Local Planning Authority.  
Reason:- To satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.
- 06 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other groundworks, except for investigative works or the depositing of material on the site, unless the following drawings and details have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority:
- (1) Detailed engineering drawings to a scale of not less than 1:500 and based upon an accurate survey showing:
    - (a) the proposed highway layout including the highway boundary
    - (b) dimensions of any carriageway, cycleway, footway, and verges
    - (c) visibility splays
    - (d) the proposed buildings and site layout, including levels
    - (e) accesses and driveways
    - (f) drainage and sewerage system
    - (g) lining and signing
    - (h) traffic calming measures
    - (i) all types of surfacing (including tactiles), kerbing and edging.

Accent Foundation Ltd (Mr Andrew Walker)  
C/O Barton Willmore (Mr Mark Jones)  
14 King Street  
Leeds  
LS1 2HL

(2) Longitudinal sections to a scale of not less than 1:500 horizontal and not less than 1:50 vertical along the centre line of each proposed road showing:

- (a) the existing ground level
- (b) the proposed road channel and centre line levels
- (c) full details of surface water drainage proposals.

(3) Full highway construction details including:

- (a) typical highway cross-sections to scale of not less than 1:50 showing a specification for all the types of construction proposed for carriageways, cycleways and footways/footpaths
- (b) when requested cross-sections at regular intervals along the proposed road showing the existing and proposed ground levels
- (c) kerb and edging construction details
- (d) typical drainage construction details.

(4) Details of the method and means of surface water disposal.

(5) Details of all proposed street lighting.

(6) Drawings for the proposed new roads and footways/footpaths giving all relevant dimensions for their setting out including reference dimensions to existing features.

(7) Full working drawings for any structures which affect or form part of the highway network.

(8) A programme for completing the works.

The development shall only be carried out in full compliance with the approved drawings and details unless agreed otherwise in writing by the Local Planning Authority with the Local Planning Authority in consultation with the Highway Authority.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy, and to secure an appropriate highway constructed to an adoptable standard in the interests of highway safety and the amenity and convenience of highway users.

- 07 No dwelling to which this planning permission relates shall be occupied until the carriageway and any footway/footpath from which it gains access is constructed to basecourse macadam level and/or block paved and kerbed and connected to the existing highway network with street lighting installed and in operation.

The completion of all road works, including any phasing, shall be in accordance with a programme approved in writing with the Local Planning Authority in consultation with the Highway Authority before the first dwelling of the development is occupied.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy, and to ensure safe and appropriate access and egress to the dwellings, in the interests of highway safety and the convenience of prospective residents.

Accent Foundation Ltd (Mr Andrew Walker)  
C/O Barton Willmore (Mr Mark Jones)  
14 King Street  
Leeds  
LS1 2HL

- 08 There shall be no access or egress by any vehicles between the highway and the application site until full details of any measures required to prevent surface water from non-highway areas discharging on to the existing or proposed highway together with a programme of their implementation have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. The works shall be implemented in accordance with the approved details and programme.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy, and in the interests of highway safety.

- 09 There shall be no access or egress by any vehicles between the highway and the application site until:

(i) full technical details relating to the bridging/culverting of the watercourse adjacent to the site have been submitted to, and approved in writing by the Local Planning Authority in consultation with the Highway Authority; and

(ii) the surface water ditch (Gypsy Race) at Main Street has been piped in accordance with the approved details unless otherwise approved in writing by the Local Planning Authority.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy, and to ensure satisfactory highway drainage in the interests of highway safety and the amenity of the area.

- 10 No dwelling shall be occupied until the related parking facilities have been constructed in accordance with the approved drawing number 2933-1(1)P02q. Once created, these parking areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy, and to provide for adequate and satisfactory provision of off-street accommodation for vehicles in the interests of safety and the general amenity of the development.

- 11 There shall be no access or egress by any vehicles between the highway and the application site (except for the purposes of constructing the initial site access) until visibility splays providing clear visibility of 2 metres x 2 metres measured down each side of the access and the back edge of the footway of the major road have been provided. The eye height will be 1.05 metres and the object height shall be 0.6 metres. Once created, these visibility areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy, and the interests of road safety to provide drivers of vehicles using the access and other users of the public highway with adequate inter-visibility commensurate with the traffic flows and road conditions.

Accent Foundation Ltd (Mr Andrew Walker)  
C/O Barton Willmore (Mr Mark Jones)  
14 King Street  
Leeds  
LS1 2HL

- 12 Notwithstanding the provisions of the Town & Country Planning General Permitted Development Order 1995 or any subsequent Order, the garage(s) shall not be converted into domestic accommodation without the granting of an appropriate planning permission.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy, and to ensure the retention of adequate and satisfactory provision of off-street accommodation for vehicles generated by occupiers of the dwelling and visitors to it, in the interest of safety and the general amenity of the development.

- 13 There shall be no access or egress by any vehicles between the highway and the application site until details of the precautions to be taken to prevent the deposit of mud, grit and dirt on public highways by vehicles travelling to and from the site have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. These facilities shall include the provision of wheel washing facilities where considered necessary by the Local Planning Authority in consultation with the Highway Authority. These precautions shall be made available before any excavation or depositing of material in connection with the construction commences on the site, and be kept available and in full working order and used until such time as the Local Planning Authority in consultation with the Highway Authority agrees in writing to their withdrawal.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy, and to ensure that no mud or other debris is deposited on the carriageway in the interests of highway safety.

- 14 Unless approved otherwise in writing by the Local Planning Authority, there shall be no establishment on a site compound, site clearance, demolition, excavation or depositing of material in connection with the construction of the site, until proposals have been submitted to and approved in writing by the Local Planning Authority for the provision of:

(i) on-site parking capable of accommodating all staff and sub-contractors vehicles clear of the public highway

(ii) on-site materials storage area capable of accommodating all materials required for the operation of the site.

The approved areas shall be kept available for their intended use at all times that construction works are in operation. No vehicles associated with on-site construction works shall be parked on the public highway or outside the application site.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy, and to provide for appropriate on-site vehicle parking and the storage facilities, in the interests of highway safety and the general amenity of the area.

Accent Foundation Ltd (Mr Andrew Walker)  
C/O Barton Willmore (Mr Mark Jones)  
14 King Street  
Leeds  
LS1 2HL



- 15 No work shall commence on site until details of works to strengthen the access way/entrance adjacent to Gypsy Cottage and Rarey Farm during construction works have been submitted to and approved in writing by the Local Planning Authority. The strengthening scheme shall be implemented in full on site in accordance with the approved details.

Reason:- To satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 16 Unless otherwise agreed in writing with the Local Planning Authority, development shall not commence until actual or potential land contamination at the site has been investigated and a Phase 1 Desk Study Report has been submitted to and approved in writing by the Local Planning Authority. Should further intrusive investigation be recommended in the Phase 1 Report or be required by the Local Planning Authority, development shall not commence until a Site Investigation Report and if required, or requested by the Local Planning Authority, a Remediation Statement have been submitted to and approved in writing by the Local Planning Authority. Reports shall be prepared in accordance with Contaminated Land Report 11 and BS 10175(2011) Code of Practice for the Investigation of Potential Contamination Sites. Submission of a verification report to be approved in writing by the Local Planning Authority will be required on the completion of any remedial work.

Reason:- To satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 17 The development hereby permitted shall be carried out in accordance with the following approved plan(s):.

Reason: For the avoidance of doubt and in the interests of proper planning.

#### INFORMATIVE(S)

- 01 In imposing condition 9 above, it is recommended that before a detailed planning submission is made, a draft layout is produced for discussion between the applicant, the Local Planning Authority and the Highway Authority in order to avoid abortive work. The agreed drawings must be approved in writing by the Local Planning Authority for the purpose of discharging this condition.
- 02 It is recommended that the applicant consult with the Internal Drainage Board, the Environment Agency and/or other drainage body as defined under the Land Drainage Act 1991. Details of the consultations shall be included in the submission to the Local Planning Authority. The structure may be subject to the Highway Authority's structural approval procedures.
- 03 An explanation of the terms used above is available from the Highway Authority.
- 04 No rights over others land
- 05 Party Wall Act

Accent Foundation Ltd (Mr Andrew Walker)  
C/O Barton Willmore (Mr Mark Jones)  
14 King Street  
Leeds  
LS1 2HL

APPN NO: 12/00969/FUL

**Footnote :**

*In dealing with and determining this application, the Local Planning Authority have sought to take a positive approach to foster the delivery of sustainable development in accordance with the requirements of the National Planning Policy Framework. As such, the Local Authority has taken steps to work proactively with the applicant to seek solutions to problems that may have arisen in dealing with this application with a view to improving local economic, social and environmental conditions.*

---

NO CONSENT OR APPROVAL HEREBY GIVEN REMOVES ANY REQUIREMENT TO SERVE NOTICES OR SEEK APPROVAL FROM THE DISTRICT COUNCIL WHERE SUCH ACTION IS REQUIRED BY THE BUILDING ACT 1984 OR OF ANY OTHER STATUTORY PROVISION. NO PART OF THE PROPOSED DEVELOPMENT SHOULD BE STARTED WITHOUT COMPLYING WITH SUCH REQUIREMENT.

---

HEAD OF PLANNING

Accent Foundation Ltd (Mr Andrew Walker)  
C/O Barton Willmore (Mr Mark Jones)  
14 King Street  
Leeds  
LS1 2HL

**THE SIXTH SCHEDULE**

**[Draft Decision Notice]**

**THE SEVENTH SCHEDULE**

**[Affordable Housing Contribution]**

The Affordable Housing Contribution shall be the figure resulting from the following calculation:

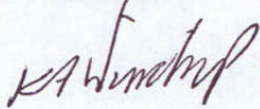
The Market Value of the Social Rented Dwelling at the time that the Social Rented Dwelling is offered for sale minus the Transfer Price.

## **THE EIGHTH SCHEDULE**

### **Affordable Housing Specification**

- **Family bathroom to have shower over bath**
  - **Lockable gate to rear gardens of all houses**
  - **Anti Slip flooring to all wet areas**
  - **Turf to front and rear gardens**
  - **Digital TV Capability**
  - **All properties to have door numerals**
  - **Provision of all necessary refuse and recycling bins**
-

THE COMMON SEAL of THE )  
RYEDALE DISTRICT COUNCIL )  
was hereto affixed and )  
is authenticated by: )



Council Solicitor



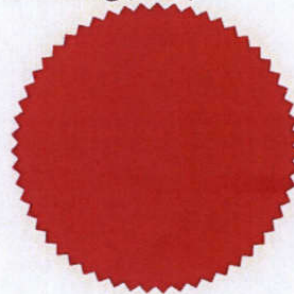
Minute  
89 13/14  
Reg No.  
6856  
Initials *ans*

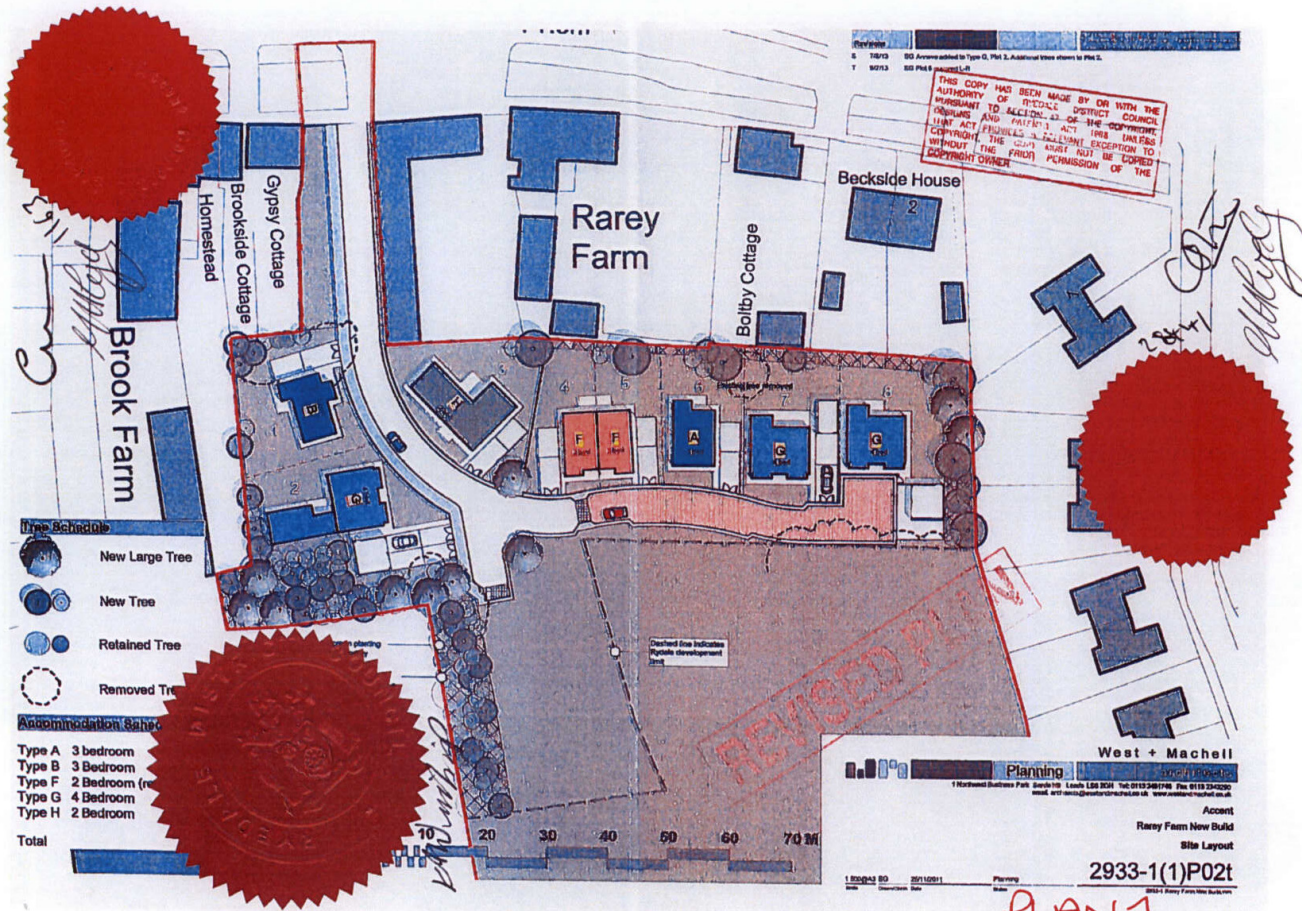
THE COMMON SEAL of )  
ACCENT FOUNDATION LIMITED )  
was hereunto affixed in the )  
presence of )

Member



Member/Secretary





6 10/13 50 Annex added to Type G, Plot 2. Additional trees shown to Plot 2.  
 7 09/13 50 Plot 8 removed.

THIS COPY HAS BEEN MADE BY OR WITH THE AUTHORITY OF THE EAST ABERDEEN DISTRICT COUNCIL PURSUANT TO SECTION 13 OF THE COUNCIL REGULATION AND PART 11 ACT 1993 UNLESS THAT ACT PROVIDES OTHERWISE. THE COPYRIGHT IN THIS ACT IS RESERVED. EXCEPT TO THE EXTENT THAT THE ACT OTHERWISE PROVIDES, NO PART OF THIS ACT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE PRIOR PERMISSION OF THE COPYRIGHT OWNER.

*Handwritten notes:*  
 1/28/14  
 1/28/14  
 1/28/14  
 1/28/14

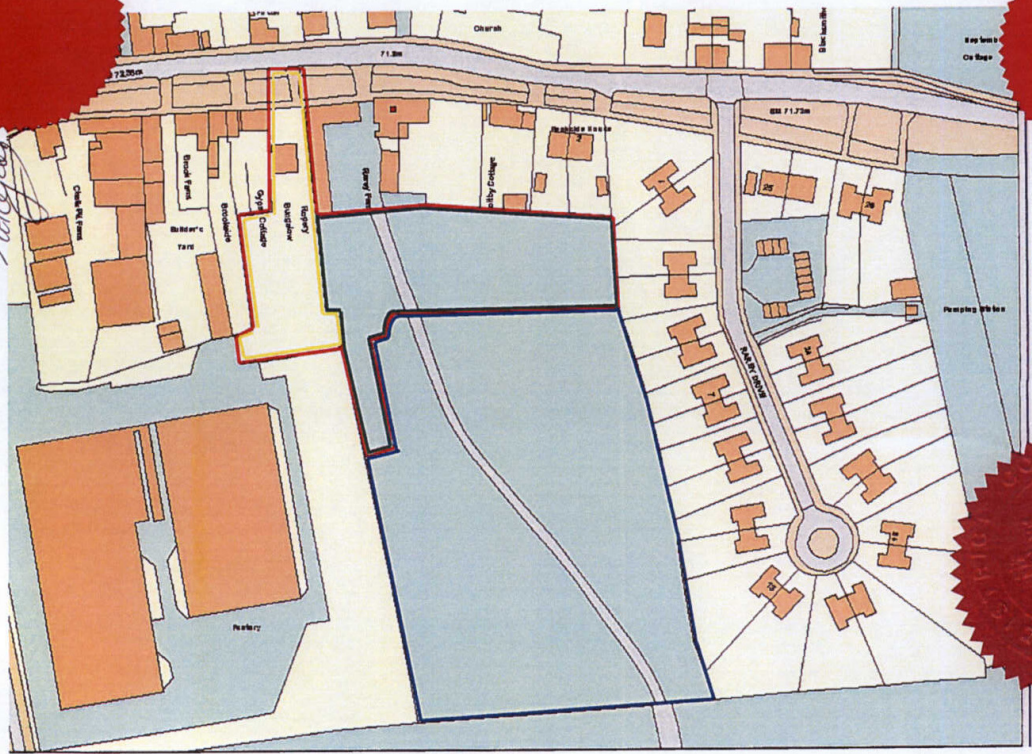
West + Machell  
 Planning  
 1 Northwood Business Park, Southville, Leeds, LS2 3QH Tel: 0113 280770 Fax: 0113 280771  
 email: enq@westmachell.co.uk www.westmachell.co.uk

Account  
 Rarey Farm New Build  
 Site Layout

1 10/24/13 50 25/11/2011 Planning Plan 2933-1(1)P02t  
 Date Description Date

5911  
9/11/04

2844



Handwritten signatures and initials.



PLAN 2